

## Remarks

### **A. Introduction**

Claims 6-8 and 13-16 were pending in the application prior to entry of the preceding amendments, and *claims 6, 8, and 13-17* are pending now. The Examiner rejected the previously-pending claims under 35 U.S.C. § 102(b) as anticipated by U.S. Patent No. 6,227,489 to Kitamoto, et al. He also rejected the claims under 35 U.S.C. § 103(a) as obvious over the disclosure of U.S. Patent No. 6,000,659 to Brauer combined with that of either U.S. Patent No. 4,936,620 to Francois, et al. or U.S. Patent No. 2,947,349 to Kryter.

### **B. The Kitamoto Patent**

#### *a. Claim 17*

*The Examiner cannot continue to define the term “parallel”*

*differently for one part of claim 17 than for another part.* Claim 17 recites *both* that

- the longitudinal seat axes of two adjacent seating units *are* parallel; and
- the longitudinal seat axes of the seating units are *not* parallel to the longitudinal track axis.

Such a configuration is, for example, shown in Fig. 1 of the application for seating units positioned along the fuselage of the aircraft.

According to the Examiner, to be “parallel,” two axes must be “an equal distance apart everywhere.” This is why, contends the Examiner, that the purported slight curvature of the tracks of the Kitamoto patent makes them not parallel to the longitudinal axes of the seats of the Kitamoto patent. However, this purported slight curvature equally would prevent the longitudinal axes of adjacent

seating units from being “equal distance apart everywhere”--*i.e.* the track curvature would preclude the adjacent seating unit axes from being “parallel” under the Examiner’s definition. Hence, although Applicants believe the Examiner’s definition of “parallel” remains overly literal, if *consistently* applied to the disclosure of the Kitamoto patent, clear is that claim 17 differs therefrom. Applicants accordingly request that the rejection of claim 17 based on the Kitamoto patent be withdrawn.

*b. Claims 6, 8, and 13-16*

Incorporated into independent claims 6 and 14 is that a sleeper suite be configured to attach to the track at one or more locations longitudinally spaced from the seat-attachment locations. This configuration is neither disclosed nor suggested by the Kitamoto patent. Instead, attachment of the seats of the Kitamoto patent occurs through pipes 11a and 11b, and no separate track attachment of any arguable “sleeper suite” exists. For at least this reason, Applicants request that the rejection of claims 6, 8, and 13-16 based on the Kitamoto patent be withdrawn as well.

**C. The Obviousness Rejection**

The Examiner additionally rejected the previously-pending claims as obvious over the combined disclosures of the Brauer patent and either the Francois patent or the Kryter patent. Recited in independent claim 6 is a seat defining both a main frame (defining the seat envelope) and a base frame, with the base frame

-- extending beyond the envelope of the seat; and

-- including means for attaching a sleeper suite to a track at locations longitudinally spaced from the seat attachment location.

Independent claims 6 and 14 additionally describe the longitudinal seat axis as being non-parallel to the track, with the axis and track defining an angle substantially greater than zero degrees. These claims, together with independent claim 17, now further detail this angle as being *fixed*.

The Examiner readily acknowledges that both the Francois and Kryter patents fail to disclose any angular displacement of the seats relative to the *tracks* to which they are attached. Indeed, although both patents clearly illustrate seats positioned angularly relative to an *aisle* of an aircraft cabin, it is likely that the tracks too are angled relative to the aisle--so that they remain parallel to the seats, as is conventional in commercial aircraft. Consequently, both the Francois and Kryter patents additionally fail to disclose any base frame that extends beyond the seat envelope, as no such extended frame is necessary in their designs.

Nor are these omissions cured by the Brauer patent. The only off-axis possibility disclosed in the Brauer patent is when pairs of seats are temporarily rotated for sleeping as shown in its Figs. 1-2. Otherwise, the seats of the Brauer patent clearly remain parallel to the tracks. Thus, the Brauer patent too fails to teach or suggest maintaining seats at a *fixed non-zero angle relative to the tracks* as recited in the claims. Hence, even were someone skilled in the art to know to combine the disclosure of the Brauer patent with those of the Francois or Kryter patents, such combination would not disclose all aspects of the currently-pending claims. For at least this reason, claims 6, 8, and 13-17 should be allowed.

Yet additionally, neither the Francois patent nor the Kryter patent teaches attaching a sleeper suite to the track at locations longitudinally spaced from

the seat attachment locations as recited in independent claims 6 and 14. This is true as well for the Brauer patent; as illustrated in its Fig. 3, the sole track-attachment mechanism 90 is located at the seats. Clear is that there is no separate, longitudinally-spaced attachment for anything resembling a sleeper suite. Accordingly, additional basis exists for allowing claims 6, 8, and 13-16.

### **Petition for Extension of Time**

Applicants petition the Commissioner for all extensions of time needed to respond to the Office Action. Enclosed is authorization to charge a credit card for \$450.00 for the petition fee. Applicants believe no other fee presently is due. However, if Applicants' belief is mistaken, the Commissioner is authorized to debit Deposit Account No. 11-0855 for any additional fee due as a consequence of Applicants' submission of this paper.

### **Conclusion**

Applicants request that the Examiner allow claims 6, 8, and 13-17 and that a patent containing these claims issue in due course.

Respectfully submitted,



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